

ARCHITECT-ENGINEER CONTRACT

1. CONTRACT NO.
N40085-08-D-1403

2. DATE OF CONTRACT
01 Jul 2008

3A. NAME OF ARCHITECT-ENGINEER
TEC INC.

3B. TELEPHONE NO (Include Area Code)

3C. ADDRESS OF ARCHITECT-ENGINEER (include zip code)
P O BOX 5127
CHARLOTTESVILLE VA 22905-5127

CODE 0L251

4. DEPARTMENT OR AGENCY AND ADDRESS (include ZIP Code)
NAVFAC MID ATLANTIC
NORTH CAROLINA IPT
6506 HAMPTON BLVD
NORFOLK VA 23508-1212

N40085

TEL: FAX:

5. PROJECT TITLE AND LOCATION

Indefinite Quantity Contract for Environmental Planning & Engineering Services for National Environmental Policy Act (NEPA) & Executive Order (EO 12114), Environmental Effects Abroad of Major Federal Actions Worldwide under the Cognizance of the Naval Facilities Command, Mid-Atlantic

6. CONTRACT FOR (General description of services to be provided)

Furnish all Architectural-Engineering services for Ind. Qty Contract for Environmental Planning and Engineering Services for NEPA & EO 12114 for Commander, NAVFAC Mid-Atlantic AOR as described in Appendix A and at the rates established for the term of the contract as shown in Schedule A, all attached hereto and made a part hereof, as directed by the Contracting Officer. The base period of performance will be from July 1, 2008 thru and including June 30, 2009 and the Government shall also have the right to extend the term of the contract for four (4) additional one year option periods. The total duration of this contract, including options if exercised, shall not exceed 60 months ordering purposes. The guaranteed minimum for the entire contract period, (including options if exercised), will be satisfied by the first task order in the amount of \$6,449,487.33. The max fee will not exceed \$10,000,000.00 for the life of the contract.

7. CONTRACT AMOUNT (Express in words and figures)

NTE Ten Million Dollars, (\$10,000,000.00)

\$10,000,000.00

8. NEGOTIATION AUTHORITY

9. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA

SUBMIT INVOICES TO:
NAVFAC MID ATLANTIC
NORTH CAROLINA IPT
6506 HAMPTON BLVD
NORFOLK VA 23508-1212

CODE N40085

PAYMENT WILL BE MADE BY:
DEFENSE FINANCE AND ACCOUNTING SERVICE -
P O BOX 998022
CLEVELAND OH 44199

CODE N68732

10. The United States of America (called the Government) represented by the Contracting Officer executing this contract and the Architect-Engineer agree to perform this contract in strict accordance with the clauses and the documents identified as follows, all of which are made a part of this contract:

- A. All offers are subject to the Online Representations and Certifications (ORCA) as identified in the project.
- B. Contract Clauses (A/E Fixed Price Contract)
- C. SF-330 submitted by TEC, Inc.
- D. Rates and indirects for Base and Option Years (Schedule A)
- E. Wherever the word "Contractor" appears throughout this contract, it shall be deemed to mean "Architect-Engineer."
- F. (b) (6), is appointed as the Contracting Officer's Representative (COR). The COR is the technical liaison between the Contractor and the Government and is responsible for ensuring satisfactory performance and timely delivery. (b) (6) can be reached by calling (b) (6)

If the parties to this contract are comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract. The parties here to have executed this contract as of the date recorded in Item 2.

SIGNATURES		NAMES AND TITLES (Typed)
11. ARCHITECT-ENGINEER OR OTHER PROFESSIONAL SERVICES CONTRACTOR		
A		
B		
C		
D		

12. THE UNITED STATES OF AMERICA

(b) (6)	TEL: (b) (6)	(b) (6)
SUPV CONTRACT SPECIALIST	EMAIL: (b) (6)	

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		10,000,000	Dollars, U.S.	\$1.00	\$10,000,000.00

FFP
 Environmental Planning and Engineering Services for National Environmental
 Policy Act (NEPA) and Executive Order (EO) 12114, Environmental Effects
 Abroad of Major Federal Actions
 FOB: Destination

MAX NET AMT	\$10,000,000.00
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Section C - Descriptions and Specifications

DESCRIPTIONS AND SPECIFICATION

APPENDIX A

1. A&E Contract No: N40085-08-R-1403

Contract Title/Location: Indefinite Quantity Contract for Environmental Planning and Engineering Services for National Environmental Policy Act (NEPA) and Executive Order (EO) 12114, Environmental Effects Abroad of Major Federal Actions.

The geographic area covered by this Indefinite Quantity Contract is located within Naval Facilities Engineering Command, Mid-Atlantic's (NAVFAC MIDLANT) area of responsibility (AOR). Taskings, however, could be assigned anywhere in the Continental United States. Services furnished under this contract may be ordered by warranted Contracting Officers at activities under NAVFAC Mid-Atlantic's AOR.

2. Scope Description:

Design or Engineering Services for an Indefinite Quantity Contract for Environmental Planning and Engineering Services for the completion of National Environmental Policy Act (NEPA) of Major Federal Actions. The documents that may be prepared under this contract include environmental impact statements (EIS), environmental assessments (EA), categorical exclusions (CATEX), legal administrative record (AR) and project records, archeological / cultural resource studies, wetland delineation and mitigation plans, air quality conformity determinations, dredge sediment testing and analysis plans, and coastal zone consistency determinations (CCD).

While the major focus of this contract will be environmental planning services as outlined above, other work that may be conducted under this contract includes development of various planning studies, project (DD Form 1391) development, and economic analyses. Environmental assessment and impact statements require the preparation of comprehensive documentation of the existing natural and man-made environments of the project site(s) and surrounding vicinity and the impacts proposed projects will create. Environmental documentation will also require evaluation of alternative sites/methods, etc. As part of environmental documentation prepared for Navy actions, cultural resources services may require documentation of facilities/properties that may be considered to have architectural, historical, or cultural significance. Tasks may include the preparation of reports/nomination forms, etc., documenting facilities, structures, sites, etc., that may qualify for listing on the National Register of Historic Places (NRHP). This work shall be coordinated with the appropriate state historic preservation office (SHPO) and the Advisory Council on Historic Preservation. General guidelines for preparation of NEPA documentation are contained in the Council on Environmental Quality (CEQ) Regulations (40 CFR Part 1500 et. Seq.), Navy Instructions as published, 32 CFR Part 775 and OPNAVINST 5090.1B, and Marine Corps Order (MCO) P5090.2A Change 1.

Studies involving wetland delineations may also be added to, or part of, the contract and shall be conducted using U.S. Environmental Protection Agency (EPA), U. S. Army Corps of Engineers (AOE) and appropriate state wetland delineation criteria. If required, wetland boundaries shall be surveyed using accepted land surveying techniques. Air quality conformity determinations, in compliance with the Clean Air Act Amendment of 1990, may also be added to the basic contract as part of a larger study or as individual determinations for special projects. Dredge sediment testing and analysis plans may include sediment sampling and testing, hydrographic surveys, and disposal alternatives analysis. Coastal zone management consistency determinations, if required, shall be developed for submission to the coastal zone management coordinators in the appropriate states. Submission of documentation will include electronic deliverables (in accordance with NAVFAC MIDLANT CADD policy) and standard word processing procedures.

Work will include the development of Geographic Information System (GIS) applications for Navy Systems, the use of Global Positioning Systems, development of web-based applications for project websites, and ability to provide photogram metric mapping services. In addition to the services described above, work during the life of the

contract may also include preparing / modifying AutoCAD, drawings and other graphic services. The Contractor should have knowledge of Navy Marine Corps Internet (NMCI) standards and requirements as well as EO 12906, DOD, Navy and CADD / GIS Technology Center standards.

The contract requires that the selected firm have on-line access to E-mail via the internet for routine exchange of correspondence.

Schedule A

The following rates are effective for services ordered during the basy year and each option year (if exercised) for this contract. Firm fixed price task orders will be negotiated for the services required using the schedule rates as established hereto. Services will be ordered on an as needed basis. Services/supplies required, but not in the schedule, will be negotiated and added to the contract as needed.

Base Year: 01 July 2008 to 30 June 2009
 Option Year 1: 01 July 2009 to 30 June 2010
 Option Year 2: 01 July 2010 to 30 June 2011
 Option Year 3: 01 July 2011 to 30 June 2012
 Option Year 4: 01 July 2012 to 30 June 2013

	BASE	OPTION	OPTION	OPTIO	OPTION
LABOR CATEGORIES	YEAR	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Project Director					
Project Manager					
Senior Engineer/Scientist/Environmental Planner					
Mid-Level Engineer/Scientist/Environmental Planner					
Junior Level Engineer/Scientist/Environmental Planner					
Facility Planner					
Transportation Planner					
Civil Engineer					
Environmental Engineer					
Architect / Architectural Historian					
Socioeconomic Specialist					
Biologist - Senior					
Biologist - Staff					
Marine Engineer					
Archeologist - Senior					
Archeologist - Staff					
Archeologist - Technician					
Hydrologist					
Geologist					
Environmental Chemist					
Operations Specialist					
Air Quality Specialist					
Noise Specialist					
CAD / GIS Specialist					
Graphics / Mapping Specialist					
Technical Editor					
Typist / Clerical					
FRINGE (APPLIED TO (b) (4))					
OVERHEAD (APPLIED TO (b) (4))					
MATERIAL HANDLING (APPLIED TO (b) (4))					
G&A (APPLIED TO (b) (4))					
PROFIT (ON (b) (4))					
Direct Labor rates escalated ^{(b) (4)} annually.					
B&W Reproduction (b) (4) per page					

(b) (4)

(b) (4)

(b) (4)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-18	Ordering	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-1	Buy American Act--Supplies	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-17	Rights In Data-Special Works	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003

52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-10	Payments under Fixed-Price Architect-Engineer Contracts	AUG 1987
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-26	Prompt Payment for Fixed-Price Architect-Engineer Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-23	Responsibility of the Architect-Engineer Contractor	APR 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	APR 1984
52.236-25	Requirements for Registration of Designers	JUN 2003
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.244-4	Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)	AUG 1998
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-2	Government Property Installation Operation Services	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-2	Value Engineering--Architect-Engineer	MAR 1990
52.253-1	Computer Generated Forms	JAN 1991
52.249-7	Termination (Fixed-Price Architect-Engineer)	APR 1984
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7024	Notice and Approval of Restricted Designs	APR 1984
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$5,000,000.00.

(2) Any order for a combination of items in excess of \$10,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) working days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses: <http://www.arnet.gov/far/loadmainre.html>

DFARS Clauses: <http://ww.acq.osd.mil/dp/dars/dfars.html>

NFAS Clauses: <http://acq.navfac.navy.mil/pdffiles/nfas.doc>

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$30,000 with a firm, or a subsidiary of a firm, that is identified in the Excluded Parties List System as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

5252.216-9300 APPOINTMENT OF ORDERING OFFICER(S) (OCT 1996)

Ordering Officers under this contract are authorized by the Contracting Officer to execute delivery/task orders provided the total price for the delivery/task order does not exceed the individual Contracting Officer(s) warrant limitations. The ordering officers and their specific authority shall be stated in this contract or in an appointment letter.

5252.216-9301 TASK ORDER TERMS AND CONDITIONS [A-E INDEFINITE QUANTITY CONTRACTS] (OCT 1996)

At the sole option of the Government, and in accordance with all terms and conditions set forth herein, the Architect-Engineer may be authorized to perform either partial or total design, engineering and related services on variable projects covered by this contract. Authorization for performance of these services shall be by issuance of a task order which shall be executed as follows:

(a) The Government shall have the right, at any time during the term of this contract, to request a proposal from the Architect-Engineer for furnishing specified design, engineering and related services for projects. Each request for proposal will set out the proposed scope of work, design criteria and other considerations, scope of Architect-Engineer services, proposed schedule of submissions, and, if applicable, the estimated construction cost amount (ECC) for the project contemplated.

(b) The Government reserves the right to make award of a task order based on the contractor's proposal. However, if the proposal is not acceptable as submitted, the parties hereto shall enter into negotiations, targeting a mutually acceptable agreement. If agreement on all terms of the task order is not achievable, the services for that specific order shall be deemed excluded from the scope of this contract and the Government shall be under no obligation to establish a task order or provide for any payments.

(c) The Architect-Engineer shall complete all services required pursuant to each resultant task order in accordance with the scope of work, design criteria and schedule of submissions set forth herein. The standard terms and conditions of this basic contract shall take precedence.

5252.216-9303 MINIMUM AND MAXIMUM FEES [ARCHITECT-ENGINEER INDEFINITE-QUANTITY CONTRACTS] (OCT 1996)

As the contract minimum has been established with project #1 identified in the basic award, the contract maximum annual total is \$10,000.000.00.

5252.216-9305 TASK ORDER PROCEDURES [A-E INDEFINITE-QUANTITY CONTRACTS] (OCT 1996)

To order work under the contract, the Contracting Officer will provide the Contractor a scope of work detailing the Government's requirements and request a cost proposal for the proposed work. The Contractor shall respond with a proposal in an expeditious manner, but in no event later than directed in the request for proposal.

Price Breakdown. The Contractor shall provide a price breakdown for all proposals, itemized, as directed by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all materials, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the scope of work. Any amount claimed for subcontractors shall be supported by a similar breakdown.

Negotiations. In the event there are differences in the Contractor's proposal and the Government Estimate, the Contractor and the Contracting Officer shall meet at the direction of the Contracting Officer to negotiate the extent of effort and costs of the proposed work.

Task orders for the contract work will be on Department of Defense DD Form 1155. The contractor shall submit one copy of the task order with the invoice for payment.

Oral or Written Telecommunications Orders. The Contracting Officer may issue oral or written telecommunications orders only in emergency circumstances. Oral or written telecommunications orders will be confirmed by issuance of a written task order on DD Form 1155 within two (2) working days.

Modifications to Task Orders. Orders may be modified by the Contracting Officer. Modifications to task orders shall be effected on a Standard Form 30. Orders may be modified orally or by written telecommunications by the Contracting Officer in emergency circumstances. Oral or written telecommunication modifications shall be confirmed by issuance of a written modification on Standard Form 30 within two (2) working days from the time of the communication modifying the order.

If a task order is deposited in the U.S. mail, mailing time (5 working days for regular mail and 1 working day for express mail) will be incorporated into the task order submittal schedule. The Contracting Officer will notify the A-E office when an order is deposited in the mail. If delays are encountered in mailing without the fault of the Contractor, a time extension may be granted by the Contracting Officer.

5252.217-9300 OPTION TO EXTEND THE TERM OF THE CONTRACT (ARCHITECT-ENGINEER INDEFINITE-QUANTITY CONTRACT) (NOV 1998)

The term of this contract shall expire one year from the date of execution of this contract. However, all terms and conditions of this contract shall remain in full force and effect for any project added within the one-year term until completion of and payment for the services thereunder.

The Government may extend the term of this contract by written notice to the Contractor within the performance period specified in the schedule, provided that the Government will give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension. The Government may exercise this option if: (1) a need for the services exists, and (2) performance in the first year has been satisfactory. If the Government exercises this option, the extended contract shall be considered to include this option provision.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months for ordering purposes.

5252.223-9301 WILDLIFE PRESERVATION (Jun 1994)

Naval Facilities Engineering Command, Mid-Atlantic is a designated a wildlife supporter. Before commencing work which may disturb wildlife, the Contractor shall obtain all necessary state, local and federal permits. Following is a list of applicable restrictions: N/A Will be on individual task orders as necessary.

5252.236-9302 Architect-Engineer Contracts For Consultation and Advice. As prescribed in 36.609-100(b), insert the following clause:

ARCHITECT-ENGINEER CONTRACTS FOR CONSULTATION AND ADVICE (JUN 1994)

In addition to the services required by any other contract provisions, the Contractor shall provide work-days of general engineering services and consultation at the construction site or at such other locations as the Government may desire, when and as required by the Contracting Officer during the course of construction. (End of clause)

5252.236-9307 DRAWINGS PREPARED BY AN ARCHITECT-ENGINEER (JUN 1994)

The engineer or architect signing the drawings must be registered in the country of record for the Architect-Engineer company or the country of the proposed construction -- as a Professional Engineer (P.E.) or Registered Architect (R.A.). In addition, the drawings shall be signed by a responsible person of corporate status in the Architect-Engineer firm and stamped with his/her registration seal when the seal is authorized by the country where the project is to be constructed.

5252.236-9309 Key Personnel. (JUN 1994)

The Architect-Engineer (A-E) shall employ the following professional personnel to perform the services required under this contract. Prior to starting work, the A-E will forward to the Contracting Officer a resume for the individual(s) assigned to each discipline to be utilized. No substitution will be made without the advance written approval of the Contracting Officer, after he has reviewed the proposed replacement's experience and qualifications record submitted by the Architect-Engineer with explanation of the necessity for the change. No increase in salary rates will be allowed when personnel substitution is authorized.

5252.236-9310 RECORD DRAWINGS (Oct 2004)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the final government-accepted drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the market prints are delivered to the Contracting Officer.

5252.237-9301, SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the consent on substitutions. No change in fixed unit prices may occur as a result of key personnel substitutions.

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

a. The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

X 1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X 2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

X 3. The designated Property Administrator is the Administrative contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

Section G - CONTRACT ADMINISTRATION

Attached to this contract, and herein made part of this contract, the Subcontracting Plan for Small Business, Small Disadvantaged Business submitted by TEC Inc. March 12, 2008.